



United States Department of the Interior

OFFICE OF THE SECRETARY

Washington, DC 20240

MAR 14 2019

The Honorable Ross Cline, Sr.
Chairman, Nooksack Tribal Council
P.O. Box 157
Deming, Washington 98244

Dear Chairman Cline:

On January 31, 2019, the Department of the Interior received the Seventh Amendment to the Tribal-State Compact (Amendment) for Class III Gaming between the Nooksack Indian Tribe (Tribe) and the State of Washington (State) providing for the regulation of Class III gaming conducted by the Tribe.

We have completed our review of the Amendment and conclude that it does not violate the Indian Gaming Regulatory Act (IGRA), any other provision of Federal law that does not relate to jurisdiction over gaming on Indian lands, or the trust obligations of the United States to Indians. *See* 25 U.S.C. § 2710(d)(8)(B). Therefore, pursuant to my delegated authority and Section 11 of IGRA, I approve the Amendment. *See* 25 U.S.C. § 2710(d)(8)(A). This Amendment shall take effect when the notice of this approval is published in the Federal Register. *See* 25 U.S.C. § 2710(d)(3)(B).

A similar letter is being sent to the Honorable Jay Inslee, Governor of the State of Washington.

Sincerely,

John Tahsuda
Principal Deputy Assistant Secretary - Indian
Affairs

Enclosure

**SEVENTH AMENDMENT
TO THE TRIBAL-STATE COMPACT
FOR CLASS III GAMING
BETWEEN**

THE NOOKSACK INDIAN TRIBE AND THE STATE OF WASHINGTON

WHEREAS, on October 28, 1991, the State of Washington ("State") and the Nooksack Indian Tribe ("Tribe") executed a Class III Gaming Compact ("Compact"), pursuant to the Indian Gaming Regulatory Act of 1988 ("IGRA"), P.L. 100-407, codified at 25 U.S.C. Section 2701 *et. seq.* and 18 U.S.C. Sections 1166-1668; and

WHEREAS, the Class III Gaming Compact executed by the State and the Tribe, as well as any amendments thereto, were approved by the Secretary of the Interior and are in full force and effect (hereinafter referred to as the "Compact"); and

WHEREAS, the State and Tribe subsequently conducted additional negotiations in accordance with the provisions of IGRA and the terms of the Compact; and

WHEREAS, the Tribe and the State have agreed to certain changes to the Compact, including certain provisions found within Appendix X2, and agreed to incorporate an optional Addendum to that Appendix,

NOW, THEREFORE, the Compact shall be, and is hereby amended as follows:

1. Add to Compact Section 3 Nature, Size and Scope of Class III Gaming (a):

(xxvi) Satellite (Off-Track) wagering on Horse Races, subject to Appendix C.

2. Amend Compact Section 3 Nature, Size and Scope of Class III Gaming (d) to:

(d) Authorized Gaming Operation. The Tribe may establish two gaming facilities to be located on ~~trust lands within or contiguous to the boundaries of the Nooksack Reservation~~ Nooksack Tribal Lands for the operation of any Class III games as authorized pursuant to sub-section (a) of this Section. The gaming facilities may be in the same location and operated in conjunction with the other Tribal gaming operations.

3. Add to Compact Section 6 Tribal Enforcement of Compact Provisions:

(h) Problem Gambling

The Tribe recognizes that gaming activities can lead to compulsive behavior that has the same negative consequences as other behavioral addictions. The Tribe agrees to establish an education and awareness program for Tribal Lands and surrounding communities. The program may be independent or developed as an adjunct to the

program with which the State currently works. On an annual basis 120 days after the end of the Tribe's fiscal year, the Tribe will provide information about education, awareness, and treatment program services in its community impacts and contributions report under Appendix X2, Section 14.7 which includes how funding was spent and how the community benefited from the program. The Tribe and State Gaming Agency agree to work together in good faith to share information related to problem gambling best practices and to meet promptly on the request of either party to discuss issues related to problem gambling

(i) Responsible Gambling

The Tribe and State Gaming Agency recognize the importance of responsible gambling as part of the shared responsibility to protect the health, welfare, and safety of the citizens of the Tribe and of the State. As part of that responsibility, the Tribe agrees to create and maintain a responsible gambling policy that addresses at least the following areas: Annual training and education for all gaming employees, with a separate training for management, to cover such topics as how to identify problem gamblers, how to provide assistance when asked, underage prevention, and unattended children; Self-exclusion, to cover such topics as the receipt of marketing materials and into the facility; Self-restriction, to cover such topics as setting limits on spending, time, and check cashing limits (which could be done through the player tracking systems); and Resources, to include such topics as posting hot line numbers, signage and material availability on how to seek treatment.

4. **Amend Compact Section 9 Law Enforcement Jurisdiction Relating to Gambling (c) to:**

(c) Consent to Application of State Law. For the purposes of ~~25~~18 USC Section 1166(d) and enforcing the provisions of this Compact, and of protecting the public health, safety and welfare, and to the extent not inconsistent with other provisions of this Compact, RCW 9.46.0245; 9.46.0269; 9.46.071; 9.46.072; 9.46.075; 9.46.140; 9.46.155; 9.46.160; 9.46.170; 9.46.180; 9.46.185; 9.46.190; 9.46.196; 9.46.1961; 9.46.1962; 9.46.198; 9.46.210 (3)(4); 9.46.212; 9.46.215; 9.46.220; 9.46.221; 9.46.222; 9.46.225; 9.46.228; 9.46.230; 9.46.231; 9.46.235; 9.46.240; 9.46.360; 9.46.36001; 9.46.410; 10.97.030; 67.16; 67.70; 9A.56; 9A.60; 9A.83.020; 9.35.020 as now or hereinafter amended, ~~including those amendments enacted by the 1991 Legislative Regular Session, set forth in Appendix B,~~ shall be applicable and incorporated herein as part of this Compact and the Tribe consents to this grant of jurisdiction to the State as provided for in Section 9 (a) with respect to gaming on Nooksack Tribal Lands.

5. **Add to Compact Section 10 Enforcement of Compact Provisions:**

(c) Transition Date. The transition date shall occur upon publishing of the Seventh Amendment in the Federal Register, and approval by the State Gaming Agency and

the Tribal Gaming Commission that the gaming facility has passed the pre-operation inspection as set forth in Section 4 (a) and is in compliance with the Compact.

- (d) Transition. The Tribe is currently operating a Class II gaming facility and it is the intention of both the Tribe and State to make the transition to a combination of Class II and Class III gaming facility expeditiously, without any disruption in business. Until the transition date, the following provisions shall be in effect:
- (i) Best Efforts. The Tribe shall use best efforts in transitioning the gaming facility to comply with the provisions of this Compact. At least sixty (60) days before the proposed transition date, the Tribe shall:
 - (a) Submit to the State Gaming Agency all information required to certify Class III gaming employees licensed by the Tribe prior to the Transition Date; and
 - (b) Schedule the pre-operational review with the State Gaming Agency that must be completed by the Transition Date.
 - (ii) In recognition of the following items, the Tribal Gaming Agency may request the State Gaming Agency to begin the joint pre-operational review as soon as the Seventh Amendment is signed by both Tribe and the State in preparation for the Transition Date:
 - (a) The Tribe signed a Class III Gaming Compact in 1991, and
 - (b) The Tribe operated a Class III gaming facility for 22 years before closing the facility in 2015, and
 - (c) The Tribe has maintained the same Tribal Gaming Agency leadership for at least the last seven years.
 - (iii) The State Gaming Agency shall use best efforts to assist the Tribe in the transition. The Tribe and State further agree to document agreement of pre-operational terms and timelines as needed in a memorandum of understanding (MOU).

6. **Amend Compact Section 14 Public Health and Safety (c) to:**

- (c) Community Contribution. Two and one-half percent (2.5%) of the net win of the gaming stations shall be paid to the County of Whatcom for law enforcement purposes as a contribution to defray potential impacts which may result from the operation of the Class III gaming facilities. The contribution shall be made annually upon the anniversaries of the opening of the facilities in the manner agreed upon between the Tribe and Whatcom County. A sum of money equal to two percent (2%) of the net win of the Gaming Stations, less and except the "non-profit" Gaming Station(s), shall be paid by the Tribe to Whatcom County and any other neighboring jurisdictions for law enforcement, emergency services, and/or service agencies (including those agencies

responsible for traffic and transportation, as well as those that provide services to support problem or pathological gambling) to defer the actual or potential impacts upon those jurisdictions resulting from the operation of the Class III Gaming Facilities, and/or other purposes as the Tribe and a jurisdiction may agree. These funds shall be proportionately shared by impacted jurisdictions based upon evidence of such impacts as demonstrated by each jurisdiction. The contribution must be made annually in the manner and method mutually agreed upon in writing between the Tribe and each jurisdiction. Except as provided in Appendix X2, Section 14.1, no Tribal Lottery System gaming device revenues, proceeds from a nonprofit station as authorized under Section III(I), Class II gaming revenues, or non-gaming revenues, such as, but not limited to, food, beverage, wholesale or retail sales, shall be included, with the two percent (2.0%) as set forth in this section.

7. Add Section 14.4.1 to Appendix X2:

14.4.1 Problem Gambling. In addition to the thirteen one-hundredths of one percent (0.13%) in Section 14.4 above, seven one-hundredths of one percent (0.07%) of the net win derived from all Class III gaming activities, determined on an annual basis, shall be dedicated to problem gambling treatment of non-Indian members, funding in-treatment facilities, to support problem gambling studies, and/or to support responsible gaming policy in the State of Washington as outlined in (new) Compact Section 6(i).

8. The Tribe and State agree to begin negotiation discussions to update provisions of the Tribe's Class III Compact no later than two (2) years from the date of publishing of this Seventh Amendment in the Federal Register.

This Amendment shall take effect upon publication of notice of approval by the United States Secretary of the Interior in the Federal Register in accordance with 25 U.S.C. § 2710(d)(3)(B).

IN WITNESS WHEREOF, the Nooksack Indian Tribe and the State of Washington have executed this Seventh Amendment to the Compact.

NOOKSACK INDIAN TRIBE

BY: Ross Cline Sr

Ross Cline Sr.
Chairman

DATED: 11/20/2018

STATE OF WASHINGTON

BY: Jay Inslee

Jay Inslee
Governor

DATED: 12/17/18